

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Elements Therapeutic Massage, Inc.		09/26/2006	CORPORATION: ARIZONA
RECEIVING PARTY DATA			
Name:	BlackRock Kelso Capital Corporation		
Street Address:	40 East 52nd Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78893724	ELEMENTS THERAPEUTIC MASSAGE	
CORRESPONDENCE DATA			
Fax Number:	(212)355-3333		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-813-8800		
Email:	dbreitman@goodwinprocter.com		
Correspondent Name:	Dana Breitman		
Address Line 1:	599 Lexington Avenue		
Address Line 2:	Goodwin Procter LLP		
Address Line 4:	NEW YORK, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	121155.166496		
NAME OF SUBMITTER:	Dana Breitman		
Signature:	/danabreitman/		

CH \$40.00 78893724

Date:

09/27/2006

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "*IP Security Agreement Supplement*") dated September 26, 2006 is made by the person listed on the signature page hereof (the "*Grantor*") in favor of BLACKROCK KELSO CAPITAL CORPORATION, a Delaware corporation (the "*Agent*").

WHEREAS, the Grantor has entered into a Term Loan Agreement dated as of July 14, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Term Loan Agreement*"), with the Agent. Terms defined in the Term Loan Agreement and not otherwise defined herein are used herein as defined in the Term Loan Agreement.

WHEREAS, as a condition precedent to the making of the Loan under the Term Loan Agreement, the Grantor has executed and delivered that certain Security and Pledge Agreement made by the Grantor and the other debtors parties thereto to the Agent dated as of July 14, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"). To create a short form version of the Security Agreement covering certain intellectual property of the Grantor and such other Persons for recording with the U.S. Patent and Trademark Office, the United States Copyright Office, and other governmental authorities, the Grantor has executed and delivered that certain Intellectual Property Security Agreement made by the Grantor to the Agent dated July 14, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*").

WHEREAS, under the terms of the Security Agreement and the IP Security Agreement, the Grantor has granted a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor to the Agent and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Confirmation of Grant of Security. The Grantor hereby acknowledges and confirms the grant of a security interest to the Agent under the Security Agreement and the IP Security Agreement in and to all of the Grantor's right, title and interest in and to the following (the "*Additional Collateral*"):

- (i) The United States trademark and service mark registrations, applications, and licenses set forth in Schedule A hereto, together with all reissues, continuations, extensions, modifications and renewals of the foregoing, along with all goodwill of the business connected with the use of and symbolized by the foregoing (the "*Trademarks*");

(ii) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Trademarks with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iii) any and all proceeds of the foregoing.

SECTION 2. Supplement to Security Agreement and IP Security Agreement. Schedule IV to the Security Agreement and Schedule B to the IP Security Agreement are each, effective as of the date hereof, hereby supplemented to add to such Schedules the Additional Collateral.

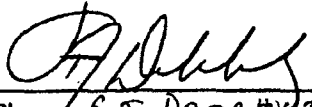
SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer to record this IP Security Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the New Grantor and Agent have duly executed this Supplement to the IP Security Agreement as of the day and year first above written.

NEW GRANTOR:

**ELEMENTS THERAPEUTIC MASSAGE,
INC.**

By: 
Name: R. S. Draether
Title: Secretary

AGENT:

**BLACKROCK KELSO CAPITAL
CORPORATION**

By: _____
Name:
Title:

IN WITNESS WHEREOF, the New Grantor and Agent have duly executed this Supplement to the IP Security Agreement as of the day and year first above written.

NEW GRANTOR:

**ELEMENTS THERAPEUTIC MASSAGE,
INC.**

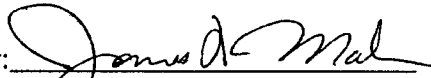
By: _____

Name:

Title:

AGENT:

**BLACKROCK KELSO CAPITAL
CORPORATION**

By: 

Name: James R. Maher

Title: Chief Executive Officer

SCHEDULE A

TRADEMARKS

Elements Therapeutic
Massage (with image)

USA

Application No.
78/893,724

Filed: 5-26-2006

Assignment recorded 9-25-2006 at reel/frame
3396/0779

LIBNY/4544758.2

RECORDED: 09/27/2006

**TRADEMARK
REEL: 003398 FRAME: 0561**